

equally for all items included in this Agreement, or related to the support of items included in this Agreement.

B. Brooks and Pacific agree to exchange such reports and/or data as provided in this Agreement in Section IV.B.6 to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than 10 business days' written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described in Sections IV.B.4 and IV.B.5, above. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other party.

C. Brooks and Pacific will review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Pacific and Brooks will work together to begin providing these forecasts within 14 days of execution of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either Pacific or Brooks.

D. Brooks and Pacific shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

E. Brooks is responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

F. Brooks and Pacific shall:

1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
2. Notify each other when there is any change affecting the service requested, including the due date.
3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

6. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week.

7. Provide to each other test-line numbers and access to test lines.

G. **Bilateral Agreements**

The Parties shall jointly develop and implement a bilateral agreement regarding technical and operational interfaces and procedures (see attachment for Pacific's proposed bilateral agreement template). The Parties will use their best good-faith efforts to finalize such agreement within 90 days of the effective date of this Agreement.

H. Brooks and Pacific will provide their respective billing contact numbers to one another on a reciprocal basis.

VIII. **TERM**

Except as provided herein, Brooks and Pacific agree to interconnect pursuant to the terms defined in this Agreement for a term of one (1) year, and thereafter the Agreement shall continue in force and effect for continuous one year terms unless and until terminated as provided herein. After the first year, either Party may terminate this Agreement by providing written notice of termination to the other party, such written notice to be provided at least 60 days in advance of the date of termination. In the event of such termination as described herein, this Agreement shall continue without interruption until a) a new interconnection agreement becomes effective between the Parties, or b) the Commission determines that interconnection shall be by tariff rather than contract and both Pacific and Brooks have in place effective interconnection tariffs. By mutual agreement, Brooks and Pacific may amend this Agreement to modify the term of this Agreement.

IX. **EFFECTIVE DATE**

The Parties shall file this Agreement by Advice Letter and it shall become effective on the date 14 calendar days after the filing, unless rejected by CACD.

X. **INSTALLATION OF TRUNKS**

Initial due dates for the installation of the initial local interconnection and meet-point trunks covered by this Agreement shall be based on mutual agreement of the Parties in accordance with the availability of local interconnection facilities.

XI. **TRUNK FORECASTING**

A. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are

available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:

1. Yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection and meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements) for a minimum of three (current and plus-1 and plus-2) years;

2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

3. A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

B. If differences in semi-annual forecasts of the Parties vary by more than 24 additional DS0 two-way trunks, the companies shall meet to reconcile the forecast to within 24 DS0 trunks for each Local Interconnection Trunk Group.

C. If a trunk group is under 75 percent of CCS capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which shall be left with not less than 25 percent excess capacity. In all cases, grade of service objectives identified in Section XII following shall be maintained.

D. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

## XII. GRADE OF SERVICE

A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between a Brooks end office and a Pacific access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).

## XIII. TRUNK SERVICING

A. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Interconnection Service Request ("ISR"), using Pacific's CESAR electronic ordering interface as the means of transmitting such orders.

B. As discussed in this Agreement, both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Pacific's Circuit Provisioning Assignment Center ("CPAC") will send Brooks a Trunk Group Service Request ("TGSR") to Brooks to trigger changes Pacific desires to the Local Interconnection Trunk Groups based on Pacific's capacity

assessment. Brooks will issue an ISR to Pacific's Local Interconnection Service Center ("LISC"):

- a) within 10 business days after receipt of the TGSR, upon review of and in response to Pacific's TGSR, or
- b) at any time as a result of Brooks' own capacity management assessment,

to begin the provisioning process.

C. Orders that comprise a major project shall be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among Pacific and Brooks work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

D. Brooks will be responsible for engineering its network on its side of the POI. Pacific will be responsible for engineering the POI and its network on its side of the POI.

#### XIV. TROUBLE REPORTS

Brooks and Pacific will cooperatively plan and implement coordinated repair procedures for the meet-point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

#### XV. NETWORK MANAGEMENT

##### A. Protective Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Brooks and Pacific will immediately notify each other of any protective control action planned or executed.

##### B. Expansive Controls

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

##### C. Mass Calling

Brooks and Pacific shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

#### XVI. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other party or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other party be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

#### XVII. COMMISSION DECISION

This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.

#### XVIII. LIMITATION OF LIABILITY

Except as otherwise provided herein, neither Party shall be liable to the other in connection with the provision of use of services offered under this Agreement for indirect, incidental, consequential, special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

#### XIX. INDEMNITY

Each Party shall indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for:

- a) personal injuries, including death, or

b) damage to tangible property

resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party shall defend the other at the other's request against any such liability, claim or demand. Each Party shall notify the other promptly of written claims or demands against such Party of which the other party is solely responsible hereunder.

XX. ASSIGNMENT

This Agreement may not be assigned by either Party without 60 days advance written notice and the written consent of the other Party, provided neither Party shall unreasonably withheld such consent. However, no consent will be required in the event of assignment to an affiliate or subsidiary.

XXI. DEFAULT

If either Party believes the other is in breach of the agreement or otherwise in violation of law, it shall first give sixty (60) days' notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties shall employ the Dispute Resolution procedures set forth at pp. 36-39 of the Order.

XXII. NONDISCLOSURE

A. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

B. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

C. Each Party shall keep all of the other party's Proprietary Information confidential and shall use the other party's Proprietary Information only for performing the covenants contained in the Agreement. Neither Party shall use the other party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

(i) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

(ii) is or becomes publicly known through no wrongful act of the receiving Party; or

(iii) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(iv) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

(v) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

(vi) is approved for release by written authorization of the disclosing Party;  
or

(vii) is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

E. Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

### XXIII. DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, the Parties shall first confer to discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before making any public statement about or disclosing the nature of the dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. In the case of Pacific, its Vice President for Local Competition, or equivalent officer, shall participate in the meet and confer meeting, and Brooks Vice President, or equivalent officer, shall participate. Thereafter, the Parties will employ the Dispute Resolution procedures set forth in pp. 36-39 of the Order.

#### XXIV. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, shall be treated as an executed document.

#### XXV. NOTICES

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Brooks Fiber Communications, Inc.	Pacific Bell
Jim Smith, Vice President	Theresa Cabral, Senior Counsel
400 Capitol Mall, Suite 2580	2600 Camino Ramon, 2W806
Sacramento, CA 95814	San Ramon, CA 94583

Each Party shall inform the other of any changes in the above addresses.

#### XXVI. AMENDMENT

The Parties may mutually agree to amend this Agreement in writing.

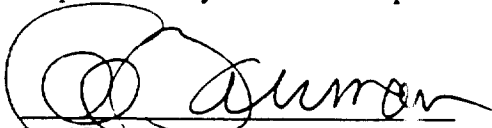
#### XXVII. CHOICE OF LAWS


The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of California.

#### XXVIII. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior Agreements, arrangements, representations or understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

  
Pacific Bell  
Lee Bauman  
Vice President, Local Competition

  
Brooks Fiber Communications, Inc.  
Jim Smith  
Vice President, Northern California



**LOCAL INTERCONNECTION**  
**Bilateral Agreement Template/Worksheet**

**CLC:**

	Topic	Pacific Bell Reference(s)	CLC Reference(s)	Notes / Status
1	Internetwork provisioning information and guidelines.	CLC Handbook-LISA, Section 5E, <i>Provisions of LISA.</i>		
		LISA Interface Specification, Section 2, <i>Architecture</i>		
		Interconnection Agreement between _____ and Pacific, _____ 1996		
2	SS7 and other critical internetwork compatibility testing.	CLC Operations Handbook-SS7, Sec. 3, <i>Pre-service/Protocol Tests.</i>		
		CCS Network Interface, Section 6.3, <i>Protocol Compatibility Testing.</i>		
		NOF Handbook, Section III, 3G, <i>SS7 Compatibility Testing.</i>		
3	Special protocol implementation agreements.	CCS Network Interface, Section 2.3, <i>Interface Protocol Messages.</i>		
		TR-246, T1.114 (SCCP) & T1.116 (SCCP); GR-317 and GR-394.		
		CCS Questionnaire, Sec IV, D-2 <i>Switch Parameters.</i>		
4	Diversity requirements.	CCS Network Interface, Section 4.1, <i>Diversity Definition.</i>		
		CLC Handbook-911, Section 7A4, <i>Limitations, Terms &amp; Conditions.</i>		
		NOF Handbook, Section III, 2D, <i>Link Responsibilities - Diversity.</i>		
5	Installation, maintenance guidelines and responsibilities.	CLC Operations Handbook-LISA, Section 2, <i>Responsibilities.</i>		
		CLC Operations Handbook-SS7, Section 2, <i>Responsibilities.</i>		
		CLC Handbook-Link, Pgs 1-2, <i>CLEC &amp; PB Responsibilities.</i>		

## Bilateral Agreement Template

	Bilateral Agreement	Pacific Bell Reference(s)	CLC Reference(s)	Notes / Status
6	Network security requirements.	CLC Operations HB-LISA, 4L-M, <i>Call Trace (Emergency &amp; Fraud).</i>		
7	Performance standards and service level agreements.	LISA Interface Specification, Sec 4, <i>Performance.</i>		
8	Specific versions/issues of protocol or interface specifications.	CCS Network Interface, Section 1.4, <i>Related Documents.</i>		
9	Maintenance procedures, including trouble reporting, status, etc.	CLC Operations Handbook-LISA, Section 4, <i>Maintenance</i>		
		CLC Operations Handbook-SS7, Section 4, <i>Maintenance</i>		
10	Internetwork trouble resolution and escalation procedures.	CLC Operations HB-LISA, Sec 4C, <i>Sectionalization; Sec 6 Escalations.</i>		
		CLC Operations HB-SS7, Sec 4C, <i>Sectionalization; Sec 6 Escalations.</i>		
		Interconnection Agreement between _____ and Pacific, _____ 1996		

## Bilateral Agreement Template

	Bilateral Agreement	Pacific Bell Reference(s)	CLC Reference(s)	Notes / Status
11	In-depth root cause analysis of significant failures.	S.I. 131 - <i>Customer Service Quality Failure Report (Analysis)</i> .		
12	Explicit forecasting information re: direct and subtending traffic.	CLC HB, Section 9, Appendix F, <i>Interconnection Forecasts</i> .		
13	Explicit expectations regarding interoperability testing requirements.	CLC Operations Handbook-SS7, Sec. 3, <i>Pre-service/Protocol Tests</i> .		
		CCS Network Interface, Section 6.3, <i>Protocol Compatibility Testing</i> .		
14	Network management (network element growth, NPA splits, etc.).	CLC Operations HB-LISA, Section 2E, <i>Network Management Guidelines</i> .		
		NOF Handbook, Section VI, <i>Network Management Guidelines</i>		
		Interconnection Agreement between ____ and Pacific, ____ 1996		
15	Operating procedures.	CLC Operations Handbook - LISA (all sections).		
		CLC Operations Handbook - SS7, (all sections).		

## Bilateral Agreement Template

	Bilateral Agreement	Pacific Bell Reference(s)	CLC Reference(s)	Notes / Status
16	Routing and screening administration.	LISA Interface Specification, Section 2.2, <i>Routing &amp; Screening</i> .		
		CCS Network Interface, Section 2.2, <i>Routing &amp; Screening (MTP/SCCP)</i> .		
		Interconnection Agreement between ____ and Pacific, ____ 1996		
17	Synchronization design and Company-wide coordinator(s).	CLC Operations Handbook-SS7, Section 3E, <i>Synchronization</i> .		
18	Performance requirements.	LISA Interface Specification, Sec 4, <i>Performance</i> .		
19	Responsibility assignment (facility assignment, testing, control, etc.).	CLC Operations Handbook - LISA (throughout).		
		CLC Operations Handbook - SS7, (throughout).		
		Interconnection Agreement between ____ and Pacific, ____ 1996		
20	Information sharing for analysis and problem identification.	CLC Oprs HB-LISA, Sec 4C <i>Section-alization &amp; 5 Intercarrier Testing</i> .		
		NOF Handbook, Section VII, <i>Information Sharing</i> .		

## Bilateral Agreement Template

	Bilateral Agreement	Pacific Bell Reference(s)	CLC Reference(s)	Notes / Status
21	Network transition and service rearrangement management.	CLC Operations Handbook-LISA, Sec 3G, <i>Rearrangements</i> .		
		CLC Operations HB-SS7, Sec 3I, <i>Signaling Link Rearrangements</i> .		
		CCS Questionnaire, Sec III, 2 <i>Trunk Conversion Considerations</i> .		
22	Calling Party Number privacy management.	CLC HB-LISA, Section 5E, <i>Prerequisites, Limitations &amp; Restrictions</i> .		
23	Traffic engineering design criteria and capacity management.	Interconnection Agreement between ____ and Pacific, _____ 1996		
24	Tones and announcements for unsuccessful call attempts.	CLC Operations HB-LISA, Section 9D, <i>Tones and Announcements</i> .		
		CCS Network Interface, Section 3.4, <i>Tones and Announcements</i>		
		NOF Handbook, Section III, Pg 17, <i>Tones and Announcements</i> .		
25	Mutual aid agreement(s).	CLC Handbook, Section 7B1, <i>Emergency Preparedness</i> .		
		<i>Agreement between BCCs for Nat'l Security Emergency Preparedness</i> .		
		<i>Mutual Aid Agreement Among IEC and LEC Carriers in California ....</i>		

## Bilateral Agreement Template

	Bilateral Agreement	Pacific Bell Reference(s)	CLC Reference(s)	Notes / Status
26	Emergency communications plan.	Emergency Preparedness & Response Program, Tab 4, <i>Communications</i> .		
		NOF Handbook, Section III, Pg 16, <i>Emergency Communications</i> .		
		CLC Operations HB-SS7, Sec 9b, <i>CCS Emergency Communications</i> .		
27	Billing records data exchange.			
28	Pre-cutover internetwork trunk testing.	CCS Network Interface, Section 6.3, <i>Protocol Compatibility Testing</i> .		
		CLC Operations HB-LISA, Sec 3B & 3C <i>Pre-Service/Acceptance Tests</i> .		
		CLC Operations HB-SS7, Sec 3B & 3C <i>Protocol/Acceptance Tests</i> .		

## LOCAL INTERCONNECTION AGREEMENT

March 25, 1996

Pursuant to this Local Interconnection Agreement ("Agreement"), ICG Access Services, Inc. ("ICG") and Pacific Bell (collectively the "Parties") agree to interconnect with each other within each LATA in which they both operate within the State of California, as described and according to the terms, conditions and pricing specified hereunder.

### I. RECITALS & PRINCIPLES

WHEREAS, the Parties seek to accomplish local interconnection in a technically and economically efficient manner; and

WHEREAS, the public will benefit if the local exchange networks of the Parties are interconnected so that customers of each carrier can seamlessly receive calls that originate on the other carrier's network and place calls that terminate on the other carrier's network; and

WHEREAS, the California Public Utilities Commission ("Commission") has issued its Interim Opinion D.95-12-056 ("Opinion") in which it establishes preferred outcomes related to Competitive Local Carriers ("CLCs") and Local Exchange Carriers ("LECs") interconnection; and

WHEREAS, the Telecommunications Act of 1996, signed into law on February 8, 1996 (Pub. L. No. 104-104), gives to the Commission and to the Federal Communications Commission the authority to promulgate rules and regulations in accordance therewith; and

WHEREAS, ICG and Pacific intend to act in accordance with the requirements, duties, obligations and rights contained in the Telecommunications Act of 1996 and with any rules and regulations promulgated there under, and

WHEREAS, the Commission has created an expedited 14-day contracting process for interconnection agreements between CLCs and LECs; and

WHEREAS, ICG and Pacific wish to utilize this expedited contractual process; and,

WHEREAS, ICG and Pacific have agreed on local interconnection terms and conditions incorporating the Commission's Preferred Outcomes for Interconnection Contracts (Opinion, Appendix A).

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICG and Pacific hereby covenant and agree as follows:

## II. DEFINITIONS

A. "Bill and keep" means a form of compensation for the termination of local traffic, as defined in the Opinion at Appendix C, page 13.

B. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through the network identifying the calling party.

C. "Central Office Switch", "Central Office" or "CO" means a switching entity within the public switched telecommunications network, including but not limited to:

- "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.
- "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

D. "Charge Number" is a CCS signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

E. "CLASS Features" mean certain CCS-based features available to end users. CLASS features include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

F. "Centralized Message Distribution System" ("CMDS") is the transport system that the RBOCs and other incumbent LECs use to exchange outcollect and Carrier Access Billing System ("CABS") access messages among each other and other parties connected to CMDS.

G. "Commission" means the California Public Utilities Commission.

H. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call.

I. "Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements

J. "DS-1" is a digital signal rate of 1.544 Megabits Per Second ("Mbps").

K. "DS-3" is digital signal rate of 44.736 Mbps.



L. "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.

M. "Exchange Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Exchange Service includes but is not limited to basic residence and business line service, PBX trunk line service, pay phone line service, Centrex line service and ISDN line services. Exchange Service does not include Private Line, Switched and Special Access services.

N. "Expanded Interconnection Service" or "EIS" is the collocation arrangement which Pacific provides in its designated wire centers, and shall have the same meaning as set forth in Pacific's CPUC Tariff 175-T, Sec. 16.

O. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks.

P. "Interexchange Carrier" or "IXC" means a provider of interexchange telecommunications services.

Q. "ISDN" means Integrated Services Digital Network, which is a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

R. "Local Exchange Routing Guide" or "LERG" is a Bellcore reference used by LECs, IXCs and CLCs to identify NPA-NXX routing and homing information as well as network element and equipment designations.

S. "Local Exchange Carrier" or "LEC" and "Competitive Local Carrier" or "CLC" shall have the meanings as set forth in the Opinion, Appendix C, Sections 3.A and B, respectively.

T. "Local Interconnection Trunks/Trunk Groups" provide for the origination and termination of local exchange traffic and intraLATA toll telephone traffic.

U. "Meet-Point Billing" refers to an arrangement whereby two local carriers (including a LEC and a CLC) jointly provide Switched Access Service to a switched access customer or from one of their end office switches, with each receiving, by mutual agreement, an appropriate share of their tariffed transport element revenues.

V. "MECAB" refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report

SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more local carriers (including a LEC and a CLC), or by one LEC in two or more states within a single LATA.

W. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more local carriers (including a LEC and a CLC).

X. "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

Y. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 900, and 700 are examples of Non-Geographic NPAs.

Z. "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

AA. "Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers or wireless carriers, and switched access calls are not included in the calculation of PLU.

BB. "Rating Point" is the V&H coordinate associated with a particular telephone number for rating purposes.

CC. "Routing Point" means a location which a LEC or CLC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC or CLC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. The Routing Point need not be the same as the Rating Point, nor must it be located within the rate center area, but must be in the same LATA as the NPA-NXX.

DD. "Signal Transfer Point" or "STP" is a switch that performs a packet switching

function that routes signaling messages among Service Switching Points ("SSPs"), Service Control Points ("SCPs"), Signaling Points ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.

EE. "Switched Access Service" means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, Toll Free Service, and 900 access. Switched Access does not include traffic exchanged between LECs and CLCs for purpose of local exchange interconnection.

FF. "Transit Rate" is the rate that applies to local and toll calls sent between a LEC and a CLC destined for a third-party LEC or CLC.

GG. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free (i.e. 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

HH. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located. However, for purposes of EIS, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

### III. TECHNICAL PROVISIONS

This Agreement covers the initial tandem-level local interconnection between the Parties. The Parties also agree to negotiate in good faith a local loop unbundling agreement within 30 days of the execution of this Agreement, and ICG agrees to use some such links to serve residential customers in 1996.

A. Interconnection At All Pacific Tandems Within Each LATA. ICG will interconnect with each and every Pacific access tandem in the LATA(s) in which it originates traffic and interconnects with Pacific. ICG may not route Local Interconnection traffic to a Pacific access tandem destined for an NXX which subtends another tandem.

ICG and Pacific agree to interconnect their networks through existing and/or new facilities between ICG switches and the corresponding Pacific access tandems set forth in the following table. Logical trunk groups will be established referencing the appropriate ICG Routing Point and Pacific access tandem. In addition, where necessary and as mutually agreed to, facilities will be defined between the Parties' networks to permit the following trunk group(s) to be established.

ICG Switches	ICG Routing Point	POI	Pacific Access Tandem
IRVNCAUSDSO	IRVNCAUS1KD	IRVNCA11W35	LSANCA0470T
IRVNCAUSDSO	IRVNCAUS2KD	IRVNCA11W35	GRDNCA0386T
IRVNCAUSDSO	IRVNCAUS3KD	IRVNCA11W35	ANHMCA0295T
IRVNCAUSDSO	IRVNCAUS4KD	IRVNCA11W35	SHOKCA0589T
LSANCARCDS2	LSANCARC1KD	LSANCARCW13	LSANCA0470T
LSANCARCDS2	LSANCARC2KD	LSANCARCW13	GRDNCA0386T
LSANCARCDS2	LSANCARC3KD	LSANCARCW13	ANHMCA0295T
LSANCARCDS2	LSANCARC4KD	LSANCARCW13	SHOKCA0589T
SCRMCAWCDSO	SCRMCAWC1KD	SCRMCA01K61	SCRMCA0103T
OKLDCACNDS1	OKLDCACN1KD	OKLDCA03W37	OKLDCA0349T
OKLDCACNDS1	OKLDCACN2KD	OKLDCA03W37	SNFCCA2143T
OKLDCACNDS1	OKLDCACN3KD	OKLDCA03W37	SNTCCA0148T
OKLDCACNDS1	OKLDCACN4KD	OKLDCA03W37	SNRSCA0130T
OKLDCACNDS1	OKLDCACN5KD	OKLDCA03W37	EURKCA0141T

Nothing in the foregoing restricts either Party from ordering and establishing ICG - Pacific local interconnection trunk groups in addition to the initial combinations described above.

B. Single POI Model. For each Pacific access tandem where ICG and Pacific interconnect for the exchange of local and intraLATA toll and meet point Switched Access traffic, ICG and Pacific agree that there will be a single Point of Interconnection ("POI").

C. Sizing and Structure of Interconnection Facilities. The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth in Section XII, below. For the term of this Agreement, the interconnection facilities provided by each Party shall be superframe with Alternate Mark Inversion Line Code and Superframe Format Framing ("AMI") at either the DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.

D. Two-Way Trunks. Interconnection will be provided via two-way trunks. Two-way trunks will be established to exchange local and intraLATA toll and separate two-way trunks will be established for the joint provision of meet-point Switched Access traffic.

E. Signaling Protocol. The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks.

G. Pacific will not be responsible or liable to any third party who may be involved on ICG's side of the POI for the installation, testing, turn-up or maintenance of Local Interconnection or Meet Point Trunks. ICG will not be responsible or liable to any third party who may be involved on Pacific's side of the POI for the installation, testing, turn-up or maintenance of Local Interconnection or Meet Point trunks.

#### IV. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

A. Description.

The Parties shall reciprocally terminate local exchange traffic and intraLATA toll calls originating on each other's networks, as follows:

1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of local exchange traffic and intraLATA toll traffic.
2. The Parties will provide CCS to one another in conjunction with all two-way trunk groups. ICG may establish CCS interconnections either directly and/or through a third party. CCS interconnection, whether direct or by third party shall be pursuant to PUB L-780023-PB/NB and in accordance with the rates, terms and conditions of Pacific's CPUC 175-T tariff Section 6. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored.
3. ICG will provide Pacific an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities by April 30, 1996, consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between ICG and Pacific. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech." Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLC, or Pacific internal customer demand for 64K CCC trunks. Where

technically feasible, these trunks will be established as two-way. Orders for 64K CCC Local Interconnection Trunks will be placed by ICG no earlier than 15 days after the receipt of the 65K CCC forecast.

4. ICG may opt at any time to terminate to Pacific some or all local exchange traffic and intraLATA toll traffic originating on its network, together with Switched Access traffic, via Feature Group D or Feature Group B Switched Access Services. ICG may otherwise purchase these Switched Access Services from Pacific subject to the rates, terms and conditions specified in Pacific's standard intrastate access tariffs.
5. Neither Party shall terminate Switched Access traffic over Local Interconnection Trunks.
6. Except at mutually agreed to rates and terms to be separately negotiated per section IV.B.1.d following, ICG may not terminate third party LEC or wireless service provider traffic over the Local Interconnection Trunk Groups.
7. In addition, the Parties agree to mutually negotiate the termination by ICG of traffic from other CLCs over Local Interconnection Trunk Groups. These negotiations will include, but are not limited to, the issues of network capacity, forecasting, and compensation terms (including calculation and verification of PLU). Such negotiations shall be conducted by the Parties in good faith and consent to the termination of such traffic shall not be unreasonably withheld.
8. ICG shall only deliver traffic over the Local Interconnection Trunk Group(s) to a Pacific access tandem for those publicly-dialable NPA NXX codes served by end offices that directly subtend the access tandem or to those Wireless Service Providers that directly subtend the access tandem.

Pacific shall deliver all traffic destined to terminate at a ICG end office or tandem in accordance with the serving arrangements defined in the Local Exchange Routing Guide ("LERG") with two exceptions:

- a. For the purpose of Local Interconnection, ICG's end offices, routing points, or serving switches shall subtend Pacific's access tandems as shown in III.A., and will be so reflected in the LERG, until ICG chooses to employ tandems. At such time, the Parties will renegotiate, in good faith, appropriate local interconnection and meet-point trunking arrangements that meet the requirements of both Parties.
- b. In no case shall Pacific deliver calls destined to terminate at an end office, routing point, or serving switch via another LEC's or CLC's end office or tandem.

9. Where ICG delivers over the Local Interconnection Trunk group miscellaneous non-local calls (i.e., time, weather, NPA-555, Busy Line Verify/Interrupt, California 900, Mass Calling Codes) destined for Pacific, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG. ICG will block originating 976 calls toward Pacific until the Parties mutually agree by separate agreement on the billing and collection for such calls. The Parties shall use their best efforts to negotiate and execute such an agreement within 60 days of the effective date of this Agreement.
10. N11 codes (i.e., 411, 611, 911) shall not be sent between ICG's and Pacific's network over the Local Interconnection Trunk Groups.
11. There are certain types of calls that require exchange of billing records between the Parties. These types of calls include: Toll Free Service calls, 900 calls, Feature Group B and D Switched Access calls to and from IXCs, and intrastate alternate billed calls (e.g., calling card, bill-to-third, and collect). The exchange of billing records for calls of this type will be distributed through the existing CMDS processes.
12. The Parties will use best efforts to negotiate and execute a separate agreement within 30 days from the effective date of this Agreement, for the settlement of revenues associated with the calls described in IV.A.11.
13. In LATAs where other Local Exchange Carriers operate access tandems, it is the responsibility of ICG to negotiate intercompany arrangements directly with that LEC. Pacific shall have no responsibility for and does not intend to accept traffic routed through another LEC's tandem to Pacific's tandem destined for ICG's NXX codes.
14. If the homing and serving arrangement reflected in Table III.A does not match ICG's entries in the LERG, Pacific will have no responsibility to resolve any associated confusion or conflicts other than to refer questions to ICG.

**B. Compensation for Call Termination**

Notwithstanding the following, the Parties agree to amend this Agreement with regard to compensation for the termination of local calls (as described in this section) in accordance with any further Commission decision(s) regarding compensation for local and/or toll call termination between LECs and CLCs. The Parties have attached a Compensation Matrix that sets forth the compensation terms below.

1. The following compensation rates shall apply for traffic carried from ICG to Pacific:
  - a. Bill and Keep: Applicable to all local (Zone Usage Measurement

"ZUM") Zone 1 and ZUM Zone 2), Extended Area Service and ZUM Zone 3 traffic.

b. Toll Rate: Applicable to intraLATA toll calls based on intrastate Switched Access rates as described below:

- Tandem switched transport as listed in Pacific's Schedule Cal. P.U.C. 175-T at Section 6.8.2(C):
  - Fixed - per minute of use.
  - Variable - per mile per minute of use. Mileage is calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI and the Pacific end office.
- Tandem switching - per minute of use
- Network Interconnection Charge - per minute of use as listed in 175-T Section 6.8.2(D)
- Local switching - per minute of use as listed in 175-T Section 6.8.3(A) with the following sub-elements:
  - Set-up (per call)
  - Minutes of Use.

c. Transit Rate: ICG shall pay a transit rate of \$.0065 per minute when ICG uses a Pacific access tandem to originate a call to a third party LEC, another CLC or another ICG end office. If Pacific enters into an interconnection agreement with another CLC that provides for a transit rate lower than \$.0065, that transit rate will be substituted for the rate set in this paragraph upon the effective date of that agreement. If ICG receives a call through Pacific's access tandem that originates from another CLC or LEC, ICG will not charge Pacific any rate elements for this call, regardless of whether the call is local or toll. ICG will establish appropriate billing relationships directly with the other CLC, LEC, or wireless provider.

When ICG uses a Pacific access tandem to transit a toll call to a third party LEC end office, and that LEC is a member of the California Toll Pool ("Pooling LEC"), Pacific will bill and ICG will pay Pacific's local switching and proportionate local transport rates in addition to the transit rate above. Pacific will remit such revenues to the California Toll Pool. When a Pooling LEC originates a toll call that terminates to an ICG NXX, ICG will bill and Pacific will pay ICG local switching and local transport rates as if the call originated from a Pacific end office.

d. The Parties agree to use good faith efforts to negotiate a separate agreement, within 30 days of the execution of this Agreement, regarding compensation for



origination and termination of Wireless Service Provider ("WSP") traffic. Such agreement shall generally require the Parties to equally allocate revenues received from, and allocate termination charges paid to WSPs, where Pacific and ICG each provide some portion of the WSP access arrangement over each Party's own facilities. The Parties agree to renegotiate such agreement when the Commission grants CLC authority to a WSP or when the Commission or the FCC issues a ruling affecting compensation or interconnection between LECs and WSPs.

2. The following compensation rates shall apply for traffic carried from Pacific to ICG:

a. Bill and Keep: Applicable to all local (ZUM Zone 1 and ZUM Zone 2), Extended Area Service and ZUM Zone 3 traffic.

b. Toll Rate: Applicable to intraLATA toll calls, based on ICG's intrastate Switched Access rates as found in ICG's tariff Cal.P.U.C. A1, Section 1.3.

c. Transit Rate: Pacific shall pay a transit rate equal to the rate set in Paragraph IV.B.1.c when Pacific uses a ICG switch to originate a call to a third party LEC, another CLC or another Pacific access tandem.

3. For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in Sections IV.B.1.b and IV.B.2.b, above, shall be charged by the Party originating the call rather than the Party terminating the call.

4. Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. These recordings are necessary for each Party to generate bills to the other party.

5. Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.

6. Each Party will provide to the other, within 15 calendar days of executing this Agreement and thereafter on a quarterly basis, within 15 calendar days after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunk arrangements:

a. Total traffic volume described in terms of minutes and messages and by call type (local, toll and other) terminated to each other over the Local Interconnection Trunk Groups, and

b. PLU.

7. Late payment charges for interconnection charges will be assessed as